

## Terms of Use

We appreciate your interest in The Law Offices of Steven Hoffer and our website and also thank you for your implied acceptance of our Terms of Use below, which arises by your initial access or continuing use. There are no charges for the general information available on, or non-legal services provided via, our website.

This is a legal agreement (the "Agreement") between you and The Law Offices of Steven Hoffer (also, "the Law Firm" "we" or "us") that governs your use of this website and related services (hereafter collectively the "Site"). By accessing or using this Site, you agree to be bound by the following terms and conditions ("Terms of Use"), along with the [Privacy Statement](#) and [Disclaimer](#), which are both included by reference. The Terms of Use set forth the terms and conditions under which you may access, use, and exchange data via this website ("this Site").

### 1. The Site Contains No Legal Advice and Creates No Attorney-Client Relationship

The materials on this Site are for informational purposes only and do not constitute legal advice. Use of this Site does not create an attorney-client relationship between you and the Law Firm. You should not act upon the information on, or advisories from, this Site without first seeking advice from an independent lawyer licensed in your own state or country. Please note that you should not send any confidential information pertaining to potential legal services to the Law Firm or any of its attorneys until you have received written agreement from the Law Firm to perform the legal services you requested. Unless you have received such written confirmation, we will not consider any correspondence you send us as confidential.

### 2. How We Use, Process, or Share Your Data or Information

By submitting information, you specifically consent that any information you submit to us, other users, or other third-parties over this Site may be collected, used, shared, processed, or disclosed, to evaluate whether to represent you or to provide you with legal services if you are or become a client of the firm. You also consent that it may be processed or shared as permitted by law: (a) to protect the rights of property of the firm; (b) to analyze our website operations or our business interests with outside independent contractors, or consultants, or (c) to provide information to our databases for mailings, advisories, or other purposes not otherwise expressly excluded herein or in the Site's associated Privacy Statement or Disclaimer.

Our Site employs servers that use or apply some security measures designed to protect against loss, misuse or alteration of the personally identifiable information (PII) that you provide us online via our Site. However, we do not warrant or represent that we provide a prevailing level of security that meets or exceeds any particular standard, and you also acknowledge that nearly no interactive messaging systems and commercial web servers are 100% risk free or entirely secure. As such, we are not responsible for unauthorized access to information by hackers or others who have obtained such access or your data, including PII, through means that are illegal, deceptive, or in breach of contracts.

**BY ACCESSING OR USING THIS SITE, YOU RECOGNIZE AND AGREE THAT WE PROVIDE ABSOLUTELY NO WARRANTIES AGAINST THE LOSS, MISUSE, OR UNAUTHORIZED DISCLOSURE, OF YOUR PII OR OTHER DATA WHICH MAY BE SHARED OR TRANSMITTED VIA THIS SITE OR ITS SERVICES.**

By submitting information, including PII to our Site, you (a) acknowledge that you have no expectation of privacy, confidentiality, or privilege in it, and (b) consent to our use and disclosure of such information in any manner permitted by law other than those uses or disclosures by us intentionally which are also expressly and unambiguously prohibited under the Privacy Statement.

Moreover, any content, communication, data, or material you submit, post or access on any blog, other public area, or other communication or broadcast function on or via the Site or its interactive messaging

features, is a public or other non-private communication, and may be viewed by the general public or by the other Site visitors to whom you provide or share it.

### 3. Links to Other Websites Or Third-Party Resources

By using this Site you agree that we may include links to external websites on this Site from time to time. The inclusion of any link does not imply our endorsement of such external website or the products and services offered at such website. If you link to a third-party website or resource from this Site, any information you disclose online via that website is not subject to this set of Terms of Use or our Site's Privacy Statement. Therefore, you should consult privacy policies of each website or resource you visit. We are neither responsible for the data collection nor the data processing practices of any third-party websites or online resources that we may link to or that link to our Site.

### 4. Limitation of Liability

The Law Firm's total liability to you under this Agreement for damages, costs, and expenses will not exceed the compensation received by the Law Firm from you within the past thirty (30) days under this Agreement. However, Law Firm will remain liable for personal property damages resulting from willful actions of the Law Firm or the Law Firm's employees, associates, or agents while on your premises to the extent such actions or omissions were not caused in any part by you.

NEITHER PARTY TO THIS AGREEMENT WILL BE LIABLE FOR THE OTHER'S LOST DATA, PII, PROFITS, OR PROSPECTIVE BUSINESS ADVANTAGE. OR THE OTHER'S SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER IN AN ACTION IN CONTRACT OR TORT, OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

### 5. Protecting the Privacy of Children

This Site is solely directed at individuals over the age of 18. Children under 13 years old are not the target audience for our Web site. To protect their privacy, the Site refrains from the solicitation of PII from any minors, and those visitors under the age of 18 are asked expressly to kindly refrain from continuing to access and use this site and not to provide any kind of personally identifiable information.

### 6. International Transfer

Your PII may be transferred to and maintained on computers located outside of your state, province, country, or other governmental jurisdiction where the privacy laws may not be as protective as those in your jurisdiction.

### 7. Choice of Law and Arbitration

By using this Site, you further agree that the laws of the State of California, excluding the conflicts of law rules of California and the United States, shall govern any dispute you have with the Law Firm, its Site, its administrator, its employees, its contractors, its consultants, its associates, its affiliates or other non-affiliates related to, or arising from, this Site or the processing of your data by this Site.

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California or another location mutually agreeable to the parties. The arbitration will be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding must be in writing and provide an explanation for all conclusions of law and fact and include the assessment of costs, expenses, and reasonable attorney's fees. An award of arbitration may be confirmed in a court of competent jurisdiction.

### 8. Jurisdiction and Venue

Each party (a) consents to the exclusive jurisdiction and venue of the federal and state courts located in San Francisco County, California in any action arising out of or relating to this Agreement; (b) waives any objections it might have to jurisdiction or venue of such forums or that the forum is inconvenient; and (c) agrees not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.

#### 9. Copyright on Contents

The content on this Site, including descriptive information, images, formats, anthologies, bookmarks, links, sounds, widgets, themes, elements of trade dress, code, software, and the arrangement or selection thereof are owned by the Law Firm and are its exclusive personal property. If this Site has apparently mistakenly any of your materials for ones in the public domain or materials subject to an adequate license, and you believe that your work has been copied in a way that infringes your copyrights or violates any other rights, you should notify us at the contact address below and request its removal at the contact information below, by providing a description of the copyrighted or protected work that you claim was infringed or misappropriated.

#### 10. Construction

The Privacy Statement is to be read together and compatibly with the Terms of Use and the Disclaimer also accessible upon this Site whenever practicable. Should any conflict arise between the (a) the Terms of Use or the Disclaimer, and (b) the Privacy Statement, any ambiguity shall be construed in favor of the Terms of Use and Disclaimers.

#### 11. Contacting Us

If you have a question about the Terms of Use, the Disclaimer, the Privacy Statement, your data protection, PII, appointments, other information, contacts, or account, or if you want to review the PII we have on file about you, please contact us at:

Telephone number: (415) 500-1878

Email: [steve@smhoffer.com](mailto:steve@smhoffer.com)

Mailing address: Site Administrator for the smhoffer.com website  
c/o Law Offices of Steven Hoffer  
P.O. Box 191592  
San Francisco, CA 94119